



SeeClickFix

Scope of Services Proposal

SeeClickFix Inc
770 Chapel Street
New Haven, CT 06510

Prepared for:

Robert Smith
Interim City Manager
Bisbee, Arizona, City
118 Arizona Street
Bisbee, AZ, 85603
rsmith@bisbeeaz.gov
(520) 432-6014 ext 114

Prepared by:

Andrew Shetty
Pacific Region Sales Manager
andrews@seeclickfix.com
2033496685



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Issue Date: 1/25/2018
Pricing Expires: 2/28/2018

ANNUAL PRODUCT SUBSCRIPTIONS		Quantity	Annual Fee
Request	Complete request management system including citizen submission and communication tools.	1	\$4,800.00
Work	Internal communication tools that add organizational and workflow management capabilities	1	\$0.00
Users	Distinct internal users who will have access to the SeeClickFix tools below.	10	\$0.00
TOTAL ANNUAL SUBSCRIPTION FEES			\$4,800.00

TOTAL FEES	
	\$4,800.00

Initial term is for a 6-month duration from the effective date. The total amount due at signing is \$2,400 for the first 6 months and invoiced for \$4,800 annually thereafter.

The undersigned agree to the following Terms and Conditions and have caused this Contract to be executed as of the date signed by the Customer which will be the Effective Date: <http://legal.seeclickfix.com/terms-and-conditions/>

SeeClickFix

Bisbee, Arizona, City

Kevin Cook
Name

David M. Smith
Name

VP Finance
Title

Mayor
Title

1/31/18
Date

2/2/18
Date

[Signature]
Signature

[Signature]
Signature

STANDARD CONTRACT ADDENDUM

The following terms are added to and form a part of the Engagement Agreement between the City of Bisbee, Arizona ("City") and SeeClickFix, Inc. ("Contractor") regarding a study of and long-term financial plan for the City's wastewater rates:

1. **NON-DISCRIMINATION:** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
2. **CONFLICT OF INTEREST:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
3. **INSPECTION AND AUDIT:** The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of this contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
4. **ARBITRATION:** The parties agree that any dispute arising under this Contract involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator(s) shall be final.
5. **INDEMNIFICATION AND HOLD-HARMLESS CLAUSES:** Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable court-awarded attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
6. **PUBLIC RECORDS LAWS:** Notwithstanding any confidentiality provisions in this Contract to the contrary, disclosure of any documents or records are subject to the public records provisions of Arizona law, A.R.S. § 39-121 et. seq.
7. **JURISDICTION AND LAW:** Notwithstanding any provision in this Contract to the contrary, the Contract shall be governed by Arizona law and jurisdiction shall be in Arizona courts with venue in Cochise County, Arizona.
8. **BOYCOTT OF ISRAEL:** In accordance with ARS § 35-393.01, Contractor certifies that the Contractor is currently not engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel.

SeeClickFix, Inc.

By:

Date

City of Bisbee

David Smith, Mayor

Date